

and exclusive purpose of providing Indigent Care to the Greenville Service Area. This statement shall include:

- (1) The source of the funding, unless the donor insists upon anonymity;
- (2) The purpose for which the funding was spent or, if not spent, the dedicated use proposed for the funds;
- (3) A certification from UMH or Spectrum Health that the funds were, or will be, used or dedicated exclusively for Indigent Care in the Greenville Service Area.

This statement will be referred to hereinafter as the "Certification Statement."

2. Matching Grant Pledge by the United States.

a. UMH may defer for two years and thirty days payment of \$500,000 of the fine provided for by the Plea Agreement. Upon receipt of a Certification Statement, the United States agrees to waive on a dollar-for-dollar basis up to \$500,000 of the fine provided for by the Plea Agreement for each dollar spent on, obtained for or committed to Indigent Care within the Greenville Service Area by UMH or Spectrum Health from any Funding Source. The \$500,000 fine payment, as reduced by any waivers, is referred to in this Agreement as the "Matching Fund."

Waiver shall take effect thirty days after receipt by the United States of the Certification Statement unless, within that 30-day period, the United States provides the General Counsel for Spectrum Health with a written objection to a proposed waiver setting forth:

- (1) the challenged expenditures or proposed expenditure; and
- (2) a detailed statement describing the reason for the rejection.

b. The parties shall attempt to resolve, in good faith, the basis for the objection.

3. Preference for Matching Grants Being Used for Endowment Purposes. The United States has a preference that the Matching Funds be used, whenever possible, to fund endowment(s) to ensure the long-term provision of Indigent Care. The parties recognize, however, that certain Funding Sources may be unwilling to fund Indigent Care absent matching funds being immediately available for use. Accordingly, Spectrum Health and UMH will use the Matching Funds, whenever it will not jeopardize the obtaining of funds from a Funding Source, for the purpose of funding an endowment. Where no such restriction is placed on funds by a Funding Source, the Matching Fund will be placed in an endowment. This provision can be (a) waived by the United States for good cause, and (b) shall not limit UMH's ability to immediately use funds received from a Funding Source for Indigent Care in the Greenville Service Area.